

RECORD OF PUBLIC BID OPENING

Requisition # D-017190

Bid Title: ANTI-SKID MATERIAL TYPE 5

Bid Closing Date: 9/13/06 @ 5:00 PM

Bid Open Date: 9/14/06 @ 10:30 AM

**STATUS – AWARDED TO:
WALKER SAND & GRAVEL CO**

Contractor: Walker Sand & Gravel Co.,
Bellevue, Idaho 83313

ITEM NO	UNIT OF MEASURE	UNITS	DESCRIPTION	PRICE PER UNIT	TOTAL COST:
635-1 CH	TON	2,900	ANTI-SKID TYPE 5 M	\$11.80	\$34,220.00
635-2 CH	TON	2,900	ANTI-SKID TYPE 5 M	\$ 9.84	\$28,536.00
635-3 CH	TON	2,200	ANTI-SKID TYPE 5 M	\$ 8.43	\$18,546.00

CONTRACT TOTAL	\$81,302.00
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Contractor: Glendale Construction
Bellevue, Idaho 83313

ITEM NO	UNIT OF MEASURE	UNITS	DESCRIPTION	PRICE PER UNIT	TOTAL COST:
635-1 CH	TON	2,900	ANTI-SKID TYPE 5 M	\$12.00	\$34,800.00
635-2 CH	TON	2,900	ANTI-SKID TYPE 5 M	\$ 10.00	\$29,000.00
635-3 CH	TON	2,200	ANTI-SKID TYPE 5 M	\$ 8.25	\$18,150.00

CONTRACT TOTAL	\$81,950.00
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INVITATION TO BID
ANTI-SKID MATERIAL DISTRICT 4
CRUSH/HAUL: Carey and Hailey Yard; Timmerman Rest Area
REQUISITION # D-017190

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FAX BACK
 BID SCHEDULE
 SIGNATURE PAGE
 BID PROPOSAL
 DOMICILE
 SUBCONTRACTOR CERTIFICATION
 CONTRACTORS AFFIDAVIT
 BIDDER'S RESPONSIBILITY PAGE OR CHECKLIST

IDAHO TRANSPORTATION DEPARTMENT

REQUEST FOR BID

September 1, 2006

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

REQUISITION #: D-017190

ALL sealed bids must be received by 5:00 pm on September 13, 2006. Sealed bids will be opened at 10:30 am on September 14, 2006 at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor to **Crush and Haul Anti-Skid Material to stockpile at the following locations: Cary Yard, Hailey Yard and Timmerman Rest Area**, as per the specifications contained in the above requisition.

Contact Evey McAdams, Contract Program Specialist for Bid Requirements and Clarification at (208) 334-8084. Technical Questions: contact Randy Norris (208) 886-7827, or Lytle Gaskill (208) 886-7808.

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

<http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

<p>Requisition #: D-017190 Bid Close Date: 9/13/06 – 5:00 PM Bid Open Date: 9/14/06– 10:30 AM Item Bidding: Anti-Skid Material Type 5 Modified</p>

Mailing Address

Idaho Transportation Department
Supply Services Purchasing Section
P.O. Box 7129
Boise, Idaho 83707-1129

SPECIAL PROVISIONS ANTI-SKID MATERIAL DISTRICT 4

REQUISITION NUMBER: D-017190

ANTI-SKID STOCKPILES: Carey, Hailey and Timmerman

The following Special Provisions and all addenda issued supplement or modify the 2004 State Standard Specifications, Special Provisions-State Aid (SP-SA). This is not a federally funded project.

1.0 SCOPE OF WORK

This work shall consist of providing anti-skid material to stockpile sites as listed in these specifications.

1.1 Stockpile Sites

It is the intent of this contract to crush and haul anti-skid material to stockpile, as directed, at the following locations:

CRUSH AND HAUL

635-1: Carey Yard.2,900 Tons at MP 205 on US-93

635-2: Hailey Yard.....2,900 Tons at MP 118 on SH-75

635-3: Timmerman RA...2,200 Tons at MP 178 on SH-20

2.0 CONTRACT TERMS AND CONDITIONS

2.1 Completion Date and Liquidated Damages

All work will be completed by October 13, 2006. The amount of Liquidated Damages for failure to complete the work on time on this project will be \$500 per day.

The term of this contract will be for one year, with the option to renew for up to two additional years, when agreed upon by both the Contractor and the Idaho Transportation Department.

2.2 Additional Contractor Responsibility

The Contractor shall be responsible for damage or injury to State or private property of any character during the prosecution of the work resulting from any act. The Contractor shall restore such property to a condition similar or equal to that existing before such damage or injury was done. All such repairing, rebuilding or restoration shall be at the Contractor's expense.

2.3 Billing and Payment

Billing for this contract should be submitted monthly as the work progresses. In the event of multiple accounts or contracts, the billing must be separated. Combined account billing will not be accepted. Billings must be sent to the District 4 office of the Idaho Transportation Department at P.O. Box 2 A, Shoshone Idaho, 83352. Attn: Scot Stacey.

2.4 Employment Agency

The designated employment agencies are as follows;

Idaho Department of Labor
P.O. Box 5129
771 N. College Rd
Twin Falls, ID 83303-5129

2.5 Use Tax

The exercise of control over State-owned material by a Contractor who is improving real property (roadways, etc.) will incur the imposition of a use tax.

Bidders are advised to consult Section 63-3609, Idaho Code, and IDAPA 35, Title 01, Chapter 02, Sales Tax Administrative Rule 012, "Contractors Improving Real Property", and Rule 013, "Road and Paving Contractors", or contact the Idaho State Tax Commission for guidance. (Telephone No: (208) 334-7691)

In the case of aggregates the amount of this tax will differ depending on whether the material is obtained from a State-owned material source or whether it is obtained from a State-owned stockpile. Use tax due on the fair market value of the material, and the crushed value shall be higher than for unprocessed material.

The tax will also differ depending on whether a Contractor both crushed the material and placed it on the roadway or the Contractor performs only one of these operations and hires a subcontractor to perform the other. If the contractor hires a subcontractor to crush the material, he must pay a sales tax to the crusher for this fabrication labor. If the contractor crushes and applies the material, or gives material he crushes to a subcontractor for application, the contractor owes use tax on the royalty value.

3.0 SPECIFICATIONS

3.1 Source of Materials

AGGREGATE FOR ANTI-SKID TYPE 5 MODIFIED

3.1.1 Contractor Furnished Source:

Material shall be obtained from a source supplied by the Contractor. It shall be the Contractor's responsibility to obtain Cultural Resource Clearance, Reclamation Plan approval, Planning and Zoning clearance, and perform investigation and testing as defined in Subsection 106.09 – MATERIAL SOURCES, Part 2.

3.1.2 Use of State sources:

The use of State sources or existing stockpiles does not free the Contractor from compliance with the provisions of Subsection 106.09 – Part 2 of the Standard Specifications. The State does not warrant the availability, suitability or quantity of any State controlled source. If a State source is used the Contractor will be required to furnish a reclamation performance bond.

On State sources, the Contractor shall submit a Source Plat to the Engineer for approval in the format as shown in Figure **270.07.02.1**, of the Idaho Transportation Materials Manual. The Plat shall be submitted two weeks prior to entering and working the source. The Source Plat shall be in Micro-Station Format and include the following:

1. The area of the source to be utilized and for what purposes. This will include the area and depth to be mined, where produced, reject and overburden material will be stockpiled, and placement of production facilities.
2. A vicinity map showing the source relative to the project.
3. The required reclamation plan.
4. A statement detailing Source Operations.

4.0 Construction Signing

W8-6 (30 X 30in) TRUCK CROSSING signs may be required as directed at the material source site and the stockpiles sites.

No separate payments will be made for signing.

5.0 Standard Specification Book Availability

The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase.

6.0 Sediment And Erosion Control Plan

The Contractor shall comply with all Federal, State and local laws and regulations controlling pollution and contamination of the environment. "Best management Practices" will be used to prevent pollution of surface and groundwater, soil, and the atmosphere with any contaminate including hazardous or toxic materials. Any release of these materials into the environment will

require immediate corrective action by the contractor in accordance with applicable State and Federal regulations. If the contractor's operation does create any ground disturbance, either outside the existing paved area or in a staging area, the FHWA requirements found in 23 CFR 650, Subpart B, Erosion and Sediment Control on Highway Construction Projects and ITD Catalog of Storm Water Best management Practices (BMP's) shall be adhered to.

7.0 Information Given Prior To Award

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

7.1 On Page 15 Subsection 103.04 – Bond Requirements

The lowest qualified bidder shall furnish a performance bond and payment bond equal to the full amount of the contract, in accordance with the applicable Idaho law.

7.2 On Page 22 Subsection 104.06 – Maintenance Of Public Haul Roads

Replace the second paragraph with the following:

Dust nuisance due to the Contractor's operations on public roads, highways and streets shall be abated in a satisfactory manner by the application of water or other dust palliative as directed. Except for routes involving Contractor furnished sources, payment will be made as provided under Subsection 205.05 or as Extra work if no contract item has been provided.

The Contractor shall be responsible for dust abatement as a result of the Contractor's operations on all public roads used in hauling to or from Contractor furnished sources. No extra payment shall be made for this work.

7.3 On Page 71 Subsection 106.10 – Preparation Of Material Source

Replace the third sentence of the first paragraph with the following:

Stripping of overburden from designated sources will be measured and paid for as provided in Section 207 – Stripping Materials Deposits. Stripping of overburden from Contractor furnished sources shall be the responsibility of the Contractor.

7.4 On Page 74 Subsection 107.01 – Laws To Be Observed

Delete the second paragraph.

7.5 On Page 91 Subsection 108.04 – Limitations Of Operations

Delete the third paragraph and substitute the following:

The Contractor shall be prohibited from working or hauling on any roadway open to the traveling public, except for normal maintenance, on any day of a 3-day holiday weekend and July 3 through July 5 of each year.

7.6 On Page 102 Subsection 109.01 – Measurement Of Quantities

Add the following to part 2:

The Contractor shall supply all the necessary labor to collect the tickets at the point of discharge. The weight ticket shall be available to the inspector immediately upon request. Payment will only be made for material represented by weight tickets delivered to the Engineer in conformance with these provisions.

7.7 On Page 459 Subsection 635.03 – Construction Requirements

Add the following:

The contractor shall allow the material to sit in the stockpile and drain to moisture content of 7% or less prior to hauling to the final stockpile site.

The stockpile shall be constructed to as great a height (25 to 30 feet) as is practical while maintaining a practical length and width. The Contractor shall use a dozer or radial stacker to build the final stockpile. **Front end loaders will not be allowed.**

Aggregates shall be free from wood, roots, bark, soft or disintegrated pieces, or other detrimental matter. Blend sand may be approved for use to correct deficiencies in the grading size, provided the combination meets the specification requirements for the class of material being produced. A 2% tolerance will be given for the percentage retained on the maximum size sieve for screen wear provided that 100% of the material passes the next larger sieve size. For specification requirements, the percent passing gradation will be rounded to the nearest whole number.

7.8 On Page 491 Subsection 703.10 – Aggregate For Anti-Skid

Add the following:

Aggregate used for production shall have a Los Angeles wear value of less than 30.

Particles retained on the #4 sieve shall have one fractured face or more as determined by WAQTC TM-1, method 1.

Aggregate for anti-skid material whether screened or crushed, shall conform to the following gradation:

Type 5 Modified Anti-Skid Material

Sieve Size	% Passing
3/8 (9.5mm)	100
#4 (4.75mm)	35-95
#30 (.60mm)	0-35
#200(.075mm)	0-12

II. PROPOSAL GUIDELINES

1. Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

2. Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

3. Irregular Proposals

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.

6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If the required Public Works License Number(s) is not inserted on the Signature Page.

4. Proposal Guaranty / Surety Bond Requirements

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Quotation.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

5. Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

6. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the

unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

7. Execution / Award of the Contract

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

8. Failure to Execute Contract

Failure to execute the contract and file acceptable bonds within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

9. Return of Proposal Guaranty

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

III. TERMS AND CONDITIONS

1. **Contract Term**

The term of this contract will be for one year, with the option to renew for up to two additional years, when agreed upon by both the Contractor and the Idaho Transportation Department.

2. **Payment Requirements**

Payments will be made as provided: Upon satisfactory completion of services specified herein, the Contractor will be paid monthly as soon as possible after receipt of invoices. Payments otherwise due may be withheld on account of substandard or defective work not remedied. (See 2.3 Billings and Payment)

3. **Changes**

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

4. **Claims for Adjustment and Disputes**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

5. Compliance

If the Department registers a formal and written complaint with the Contractor in respect to undesirable or unsanitary conditions, the Contractor will have 72 hours in which to respond in person to the complaint, to the project Coordinator to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the project coordinator may require periodic and joint inspections of the area with the Contractor to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

6. Termination For Default

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

7. Termination For Convenience

A. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.

B. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

8. Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

9. Insurance Requirements

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage's. A certificate of insurance will be required of the contractor selected.

1) Worker's Compensation. The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

3) Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

4) The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

Required Insurance:

1) Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

2) Automobile Liability Insurance

The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional Requirements:

1) State of Idaho as Additional Insured:

The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

2) Notice of Cancellation or Change:

The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

10. Title VI Assurances

1) Application

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

2) Employment Lists, Labor Selection, Non-Discrimination

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

3) Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of

Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

4) Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

5) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

6) Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

7) Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

8) Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho

Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. Labor Provisions

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

INTENTION TO RESPOND

No Fax Cover Sheet Is Required

FAX BACK: 208 334-8824

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSING ON: 9/13/06 @ 5:00 P.M. BID OPENING ON: 9/14/06 @ 10:30 A.M.

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Other Message/Comments: _____

Company Name _____

Individual/Owner's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Phone # _____ Fax # _____

BID SCHEDULE

Each Bid Item shall be filled in completely by the **Contractor** in the bid schedule, by indicating total dollars and cents under Price Per Unit and Amount Bid. If the contractor desires to bid no cost, designated as 0.00 or N.C. (No Cost) or the bid will be considered irregular.

ITEM NO.	UNIT OF MEASURE	UNITS	DESCRIPTION	PRICE PER UNIT	TOTAL
635-1-CH	TON	2,900	Anti-Skid TY 5 M	\$	\$
635-2-CH	TON	2,900	Anti-Skid TY 5 M	\$	\$
635-3-CH	TON	2,200	Anti-Skid TY 5 M	\$	\$
				\$	\$
				\$	\$
				Contract Total	\$

AWARD TO BE "ALL OR NONE"

QUANTITIES ARE APPROXIMATE, USED FOR BIDDING ONLY

THIS PAGE MUST BE RETURNED WITH YOUR BID!

IDAHO TRANSPORTATION DEPARTMENT SIGNATURE PAGE

THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE AND RETURNED WITH YOUR BID DOCUMENTS!!!

September 1, 2006

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

REQUISITION #: D-017190

The Idaho Transportation Department is seeking qualified bidders to furnish all materials, equipment and labor to Crush and Haul Anti-Skid Material, as per the specifications.

PUBLIC WORKS CONTRACTORS LICENSE #

FEDERAL IDENTIFICATION #

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contractors Signature/Authorized Signature:

Printed Signature

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

**THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND
RETURNED WITH YOUR BID DOCUMENTS!**

B I D P R O P O S A L

TO: IDAHO TRANSPORTATION BOARD
Idaho Transportation Department
Division of Highways

In compliance with your invitation for bids to be received: **September 13, 2006 @ 5:00 P.M., and Opened on September 14, 2006 @ 10:30 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor to **Crush and Haul Anti-Skid Material, Type 5 Modified**, as directed at the designated areas, as per the specifications contained in Requisition Number D-017190.

On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

The bidder furthers agrees that if awarded the contract, work will be completed by October 13, 2006 after authority to proceed has been given. In conformity with and subject to such extensions as may be authorized by the terms of "Determination and Extension of Contract Time," Subsection 108.06 of the said Standard Specifications

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date _____, 2006

Name, Address and Phone Number of
Corporation: _____

Phone Number _____

Idaho Public Works Contractors License Number _____

Incorporated under the laws of the State of _____

Name & Address of President _____

Name & Address of Secretary _____

Name & Address of Treasurer _____

SIGNATURE

President, Vice President, etc...

State of _____, County of _____ ss

On this _____ day of _____, in the year _____, before

me _____, personally appeared _____,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

Notary Public for _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **PARTNERSHIP**

Date _____, 2006

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of _____, County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared

(Notary Public)

_____, known or identified to me to be one

of the partners in the partnership of _____

(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing

instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public For _____

Residing at _____

My Commission Expires on:

P-3-B

Page 2 of 2

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date _____, 2006

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Owner")

Address

(Name & Title, as "Owner")

Address

State of _____ County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be the
person whose name is subscribed to the within instrument, and acknowledged to me that

_____ executed the same.
(he/she/they)

Notary Public For _____

Residing at _____

My Commission Expires on:

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: _____

STATE OF DOMICILE: _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that

_____ complies with the provisions of Section 72-1717 Idaho
(Contractor Name)

Code (Drug Free Workplace program); that _____ provides a
(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, title 72,

chapter 17 and will maintain such program throughout the life of a state construction contract

and that _____ shall subcontract work only to subcontractors meeting
(Contractor Name)

the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____,
_____.

Commission expires:

NOTARY PUBLIC, residing at

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS

BIDDERS RESPONSIBILITY PAGE

PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1.) **Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts - EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717, the following document is required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.**
 - **Affidavit of Alcohol and Drug Free Workplace Program**
- 2.) **“Signature Page”**
 - Public Works License Number must be inserted
 - Page must be signed with an original signature
- 3.) Bid Response
 - Individual, Partnership, or Corporation
 - One of three, depending upon company structure, MUST be completed, notarized and signed with an original signature.
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) Subcontractor form SC-1 – **as required per specifications**
- 7.) A 5% Bidders Bond or Cashier's Check
- 8.) **All Addenda Must be Signed** and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 9.) **ALL BIDS must be submitted in a sealed enveloped** with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 10.) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 11.) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 332-8968. <http://www2.idaho.gov/dbs>
- 12.) **WORKERS' COMPENSATION INSURANCE:** - Per Idaho Code 72-216. Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. – It shall be the Contractors responsibility to request, each year, a current certificate of insurance is sent to the Agency. Non-Compliance will result in the forfeiture of Contract and all Bonds.
- 13.) **GENERAL AND AUTOMOBILE LIABILITY INSURANCE:** - Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds.

PROSPECTIVE BIDDERS
AGGREGATE - ANTI-SKID TYPE 5 MODIFIED
8/06

Salmon River Sand & Gravel Co
HC 67 Box 2051
Challis, Idaho 83226
208 879 2243
208 879 2243 (fax)

Walker Sand & Gravel
PO Box 400
Bellevue, Idaho 83313
208 788 4525
208 788 4544 (fax)

Glendale Construction Inc
PO box 868
Bellevue, Idaho 83313
208 788 3429
208 788 6170 (fax)

DB Trucking Inc
562 Caitlin Ave
Twin Falls, Idaho 83301
208 735 1446
208 734 1737 (fax)

Kloepfer Inc
PO Box 840
Paul, Idaho 83347
208 438 4525
208 438 5030 (fax)

RECORD OF PUBLIC BID OPENING

Requisition # D-017190

Bid Title: ANTI-SKID MATERIAL TYPE 5

Bid Closing Date: 9/13/06 @ 5:00 PM

Bid Open Date: 9/14/06 @ 10:30 AM

STATUS – UNDER EVALUATION

Contractor: Walker Sand & Gravel Co.,
Bellevue, Idaho 83313

ITEM NO	UNIT OF MEASURE	UNITS	DESCRIPTION	PRICE PER UNIT	TOTAL COST:
635-1 CH	TON	2,900	ANTI-SKID TYPE 5 M	\$11.80	\$34,220.00
635-2 CH	TON	2,900	ANTI-SKID TYPE 5 M	\$ 9.84	\$28,536.00
635-3 CH	TON	2,200	ANTI-SKID TYPE 5 M	\$ 8.43	\$18,546.00

CONTRACT TOTAL	\$81,302.00
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Contractor: Glendale Construction
Bellevue, Idaho 83313

ITEM NO	UNIT OF MEASURE	UNITS	DESCRIPTION	PRICE PER UNIT	TOTAL COST:
635-1 CH	TON	2,900	ANTI-SKID TYPE 5 M	\$12.00	\$34,800.00
635-2 CH	TON	2,900	ANTI-SKID TYPE 5 M	\$ 10.00	\$29,000.00
635-3 CH	TON	2,200	ANTI-SKID TYPE 5 M	\$ 8.25	\$18,150.00

CONTRACT TOTAL	\$81,950.00
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